



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VII
726 MINNESOTA AVENUE
KANSAS CITY, KANSAS 66101

September 27, 1991

URGENT LEGAL MATTER
MISSOURI ELECTRIC WORKS SUPERFUND SITE CONSENT DECREE

Dear Potentially Responsible Party:

You were notified of your potential responsibility for costs relating to clean-up of the contamination at the Missouri Electric Works Superfund Site in Cape Girardeau, Missouri by a letter from the Environmental Protection Agency dated December 21, 1990. As you may be aware, EPA has been negotiating with representatives of the Missouri Electric Works Steering Committee (MEWSC) toward an agreement for the financing and performance of the Remedial Design and Remedial Action at the Missouri Electric Works site.

Enclosed with this letter for your review and signature is a Consent Decree that embodies the agreement reached during these negotiations. While this letter briefly outlines some of the provisions of the Consent Decree, EPA strongly urges you to read the Consent Decree and its appendices carefully and to seek the advice of independent legal counsel regarding this matter.

Classes of Parties

The Consent Decree defines three classes of parties responsible for performing or helping to finance the response activities required by the Consent Decree. The first class is Settling Defendants, made up of those Potentially Responsible Parties (PRPs) having 0.4 percent or more of the responsibility for equipment sent to the site, as established by the Cost Allocation Formula and attached to the Consent Decree as Appendix K. PRPs within this class may sign the Consent Decree as Settling Defendants only.

The second class of parties is De Minimis Settling Defendants. Those parties having less than 0.4 percent of the responsibility for equipment sent to the site, as established by the Cost Allocation Formula and attached to the Consent Decree as Appendix K, are eligible to participate in the Consent Decree as De Minimis Settling Defendants. Within this class are two sub-classes, Soil De Minimis Settling Defendants and Soil and Groundwater De Minimis Settling Defendants. Generally, Soil De Minimis Settling Defendants will settle their liability only for

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contaminated soils and sediments at the site, but not for the contaminated groundwater. The Soil De Minimis Settling Defendants' provisions are found generally in pages 91-101 of the Consent Decree. In contrast, the Soil and Groundwater De Minimis Settling Defendants will settle their liability for both the contaminated soil and groundwater. The Soil and Groundwater De Minimis Settling Defendants' provisions are found generally on pages 101-111 of the Consent Decree. Each PRP allocated less than 0.4 percent of the responsibility for equipment sent to the site have the options of signing the Consent Decree as a Settling Defendant, a Soil De Minimis Settling Defendant or a Soil and Groundwater De Minimis Settling Defendant. All De Minimis Settling Defendants also have the option of paying their respective shares of EPA's Past Response Costs. Included in this package are lists of PRPs eligible for participation in the Consent Decree as De Minimis Settling Defendants, their volumetric allocations and the amounts to be paid by those who sign the Consent Decree.

The final class of PRPs in the Consent Decree is Settling Federal Agencies, which includes those federal agencies that sent equipment to the site. The provisions addressing Settling Federal Agencies are found generally on pages 85-91 of the Consent Decree.

Scope of Work to be Performed

In general, the Consent Decree provides that the Settling Defendants will conduct the remediation of contaminated soils at the site, which involves excavation and on-site incineration of PCB-contaminated soils, as well as those tasks necessary to design and safely and effectively implement the remedy. In addition, the Settling Defendants will conduct a Groundwater Design Investigation to further characterize the contamination in the groundwater at and from the site. This Consent Decree does not include remediation of the groundwater contamination.

Mixed Funding

EPA has agreed to reimburse the Settling Defendants for certain costs of the design and construction of the remedial action conducted pursuant to this Consent Decree. The Settling Defendants will initially finance these activities and may then seek reimbursement for 20 percent of their allowable costs from the Hazardous Substance Superfund, up to a maximum of \$3,500,000.00. This allows the Defendants to reduce their ultimate costs under this Consent Decree accordingly.

Covenants not to Sue

In consideration of the work being performed and money being

paid by the Defendants participating in this Consent Decree, the United States has provided certain covenants not to sue. The scope of these covenants varies, depending on the class of each party and the costs reimbursed by each party.

The Consent Decree includes three signature pages: one each for Settling Defendants; Soil De Minimis Settling Defendants; and Soil and Groundwater De Minimis Settling Defendants. It is extremely important to sign the correct signature page. If you choose to participate in this settlement, please sign the correct signature page, fill out all the requested information completely, and return it to the following address by no later than Wednesday, November 27, 1991:

Sarah Toevs Sullivan
Assistant Regional Counsel
U.S. Environmental Protection Agency
726 Minnesota Avenue
Kansas City, Kansas 66101

If you do not sign and return the Consent Decree by November 27, 1991, the United States may take legal action to seek your participation in the payment of response costs under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq. The Settling Defendants may also file a lawsuit to obtain your participation in the clean-up at the Site.

If you have any questions regarding this matter, please contact David A. Hoefer, Office of Regional Counsel, 913/551-7010.

Sincerely,



Sarah Toevs Sullivan
Assistant Regional Counsel

Enclosures

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PS Form 3800, June 1990

INSTRUCTIONS:
 • Complete items 1 and/or 2 for additional service.
 • Complete items 3, and 4a & b.
 • Print your name and address on the reverse of this form so that we can return this card to you.
 • Attach this form to the front of the mailpiece, or on the back if space does not permit.
 • Write "Return Receipt Requested" on the mailpiece next to the article number.

I also wish to receive the following services (for an extra fee):
 1. ☐ Addressee's Address
 2. ☐ Restricted Delivery
 Consult postmaster for fee.

3. Article Addressed to:
 SACHS ELECTRIC CO.
 MR. ARTHUR A. SULLIVAN JR.
 AGENT
 16300 JUSTICE POST ROAD
 CHESTERFIELD, MO 63017
 RE: SACHS ELECTRIC

4a. Article Number
 P 679 482 695

4b. Service Type
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery
 9/30/91

8. Signature (Addressee)
 [Signature]

8. Addresser's Address (Only if requested and fee is paid)
 [Signature]

PS Form 3800, October 1990

P 679 482 695



Certified Mail Receipt
 No Insurance Coverage Provided
 Do not use for International Mail
 (See Reverse)

SACHS ELECTRIC CO.
 MR. ARTHUR A. SULLIVAN JR.
 AGENT
 16300 JUSTICE POST ROAD
 CHESTERFIELD, MO 63017
 RE: SACHS ELECTRIC

Postage	\$
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TOTAL Postage & Fees	\$
Postmark or Date	SEP 27 1991

PS Form 3800, June 1990